GSA

OTHER AGENCIES SALE

SALE# A1QSSS10007

Oct. 15th 2009 @ 1:00 P.M.

BRASHER'S CASCADE AUTO AUCTION

23585 NE Sandy Blvd Wood Village OR 97060 800-300-3200

INSPECTION DATES:

Oct. 13th & 14th @ 9am-5pm

Payment Due Date: Oct. 16th 2009

Property Removal Date: Oct. 16th 2009

GSA SPECIAL SALES TERMS AND CONDITIONS (AUCTION HOUSE SALES)

GSA Region 10 is offering for sale the following property on a competitive bid basis. This offering is subject to the General Sale Terms and Conditions (Standard Form 114C April 2001 edition) including Special Auction Conditions, which are incorporated herein, and such other Special Terms and Conditions as are contained herein. A copy of Standard Form 114C is on file and will be made available upon request.

<u>BIDDING</u>: To be considered responsive to this solicitation, bidders must comply with the following requirements: All bidders must be registered and have a bidder registration number in order to bid. Bidders must be present to bid. Bidders may bid on each item/lot as it is offered for sale. This is not an absolute sale. The U.S. Government reserves the right to reject any and all bids. In the event of a rejection, the item/lot may be reoffered one more time during the course of the sale. THE AUCTIONEER'S DECISION IS FINAL with concurrence from the Sales Contracting Officer (SCO).

TAX IDENTIFICATION NUMBER: In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the government may arise. NOTE: A TIN is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN). Bids will not be considered for award from anyone not providing this information. Individuals purchasing a vehicle for another person or company must furnish the information stated above and have a letter showing Power of Attorney from that person or company authorizing the buyer to purchase Federal Surplus Property on their behalf. Power of attorney is not required if the purchaser is a licensed dealer and registered as such.

PRIVACY ACT NOTICE: The "Privacy Act Notice", is hereby incorporated by reference. Copies of the notice are available upon request from the GSA sales office conducting this sale.

ELIGIBILITY OF BIDDERS: Bidders must be at least 18 years of age. Any breach of this warranty, the Government shall have the right to annul this contract without liability.

<u>DEFAULT:</u> You are cautioned to bid only on those items you are prepared to pay for and remove in accordance with the terms and conditions of this sale. All items awarded to you as the high bidder are contractually yours and must be paid for and removed within the time allowed by the invitation for bid. Failure to do so will subject you to pay as liquidated damages a sum equal to the greater of (a) 20% of the purchase price of the item(s) as to which the default has occurred, or (b) \$200.00. IN THE EVENT PURCHASER FAILS TO PERFORM THEIR CONTRACTUAL OBLIGATIONS (PAYMENT AND REMOVAL) AS SPECIFIED IN THIS INVITATION FOR BID, PURCHASER WILL AUTOMATICALLY BE PLACED IN DEFAULT.

THIS IS YOUR OFFICIAL NOTICE OF DEFAULT.

NO FURTHER NOTICE WILL BE PROVIDED. The default time frame will be the next seven (7) calendar days. Upon purchaser's failure to cure such default within that period, the purchaser shall lose all right, title, and interest which he/she might otherwise have acquired in and to such property as to which default has occurred. The purchaser agrees that in the event he/she fails to pay for the property or remove same within the prescribed period(s) of time, the Government shall be entitled to retain liquidated damages as described above. NOTE: If the property was sold on a "per lot" basis and the purchaser removes a portion of the lot but fails to remove the balance, no portion of the purchase price will be refunded and an additional liquidated damages charge as described above may be assessed. Condition 9 (SF-114C) Default, is amended.

DESCRIPTION WARRANTY: CONDITION OF PROPERTY IS NOT WARRANTED The Government Warrants to the Original purchaser that the property listed in the invitation for bids will conform to its description. If a misdescription is determined before removal of the property, the Government will keep the property and refund any money paid. If a misdescription is determined after removal, the government will refund any money paid if the purchaser takes the property at his or her expense to a location specified by the Contracting Officer. No refund will be made unless the purchaser submits a written notice to the Contracting Officer within 15 calendar days of the date of removal that the property is misdescribed and maintains the property in the same condition as when removed. After property has been removed, no refund will be made for shortages of property sold by the "lot". This warranty is in place of all other guarantees and warranties, expressed or implied. The Government does not warrant the merchantability of the property or its fitness for any use or purpose. The amount of recovery under this provision is limited to the purchase price of the misdescribed property. The purchaser is not entitled to any payment for loss of profit or any other money damages, special, direct, indirect, or consequential. Clause No. 2 of Standard Form 114C is deleted.

VEHICLE INSPECTION: During your inspection, we ask you to check the condition of the vehicle and equipment; such as the interior, windows, doors, body, paint, engine, air conditioner, heater, etc. The extent of vehicle inspection, including motor starting, will be at the discretion of the custodian consistent with available personnel and maintenance of adequate security. As expressed in the sale terms, we do not warrant the condition of the property. *These are used vehicles for sale*. Deficiencies, when known, have been noted in the item description; however, absence of any indicated deficiency does not mean the item may not have deficiencies. The government provides an inspection period for prospective bidders to determine the true condition and to bid accordingly. Failure to inspect will not be considered a basis for cancellation of the contract. **Bidders are cautioned to inspect the property before bidding.**

ORAL STATEMENTS AND MODIFICATIONS: Any oral statement or representation by any representative of the Government, changing or supplementing the offering or contract or any condition thereof, is unauthorized and shall confer no right upon the bidder or purchaser. Further, no interpretation of any provision of the contract, including applicable performance requirements, shall be binding on the government unless furnished or agreed to, in writing by the Contracting Officer or his designated representative.

<u>AIR POLLUTION CONTROL DEVICES:</u> The buyer of any vehicle, from the U.S. Government, is responsible for having air pollution control devices installed and obtaining a certificate of compliance from the appropriate state registration official.

<u>SALES TO GOVERNMENT EMPLOYEES</u>: To the extent not prohibited by the regulations of an executive agency, an employee of such agency (either as a civilian or as a member of the Armed Forces of the United States, including the U.S. Coast Guard, on active duty) may be allowed to purchase Government personal property. The term "employee" as used in this statement includes an agent or immediate member of the household of the employee. **GSA EMPLOYEES ARE INELIGIBLE**.

SALES AND USE TAX LIABILITY: The purchaser of property from the U.S. Government may be subject to payment of state and/or local use tax. The United States Government is not responsible for collection of state and/or local taxes

<u>TITLE</u>: Standard Form 97 (The United States Government Certificate to Obtain Title to a Vehicle) will be issued to the buyer of each motor vehicle sold. An SF-97, will not always be issued for vehicles sold as salvage or scrap. If an SF-97 is issued, the document will indicate that the vehicle is for salvage or scrap only. Subsequent SF-97's will not be issued regardless of repairs made. SF-97 is not a motor vehicle registration form. It is evidence of title only, to be used by the buyer to obtain a proper state motor vehicle registration. It is the buyer's responsibility (when taking possession of and prior to physical removal from this facility) to check the Standard Form 97 for completeness as well as accuracy. This document cannot be altered in any fashion or erased. If a discrepancy is noticed the day of the sale and the Sales Officer is still on site, corrective action will be taken. If your SF-97 requires correction after the sale date, contact the GSA Sales Contracting Officer of record listed below for action.

REVOCATION CLAUSE: The bidder (offeror) warrants that he/she is not delinquent in the payment of any debt due to the United States resulting from a prior purchase of Surplus Personal Property. In the event the Government determines after award that the bidder has breached this warranty, the Government shall have the right to annul the contract **without liability.**

<u>DISPUTES</u>: Any contract resulting from this offering is subject to the Contract Disputes Act of 1978, Public Law 95-563 as amended to include the Alternative Dispute Resolution Act (enacted Nov. 15, 1990, Pub. I. 101-552). Copies of this clause are available upon request from the GSA sales office conducting this sale. All claims should be sent to the Sales Contracting Officer as provided below.

EXCHANGE/SALE PROPERTY: Some items in this invitation for bids are being offered in accordance with the exchange/sale provision of Section 201(c) of the Administration Services Act of 1949, 63 Stat.384 as amended (40 U.S.C. 481(c))

GSA Sales Contracting Officer (SCO): Debbie Norman (253) 931-7461
Sales Contracting Officer
400 15th Street SW
Auburn, WA 98001-6599

BRASHERS CASCADE AUTO AUCTION 08:02:12am 12 Oct 2009 Alosssi0007

Car License Num Yr Model Col Miles V I N Equip Number Special Equipment U050 04 TAURUS BLU 43,253 1FAHP53204A190445 FW.AO.6G MECH/BODY DEFECTS MAY EXIST WHI 59,716 3B7HF13Z11G755107 4W,AO,8G ENG NOISE/MECH/BODY DEFECTS DO EXIST U051 01 RAM 1500 HOS2 97 BLAZER ENG NOISE/MECH/BODY DEFECTS DO EXIST WHI 100,945 1GNDT13W8V2205650 4W,AO,6G U053 96 SUBURBAN WHI 85,204 3GNGC26J8TG166887 2W,AO,8G N/A TRAN WHINE/MECH/BODY DEFECTS DO EXIST U054 91 TAURUS WHI 75,226 1FACP55U1MG178892 FW.AO.6G NO ABS/MECH/BODY DEFECTS MAY EXIST U055 99 RAM 2500 BLU 120,321 3B7KF2668XM536717 4W.AO.6D BAD SEAT/MECH/BODY DEFECTS MAY EXIST U056 99 EXPLORER WHI 78,769 1FMZU34X5XZA76786 4W,AO,6G DIFF LEAK/MULTIPLE MECH/BODY DEFECTS DO EXIST U057 89 SUBURBAN TAN 97,764 1GNGV26K1KF175076 4W,AT,8G BAD HTR CORE/MECH/BODY DEFECTS MAY EXIST U058 94 F250 TAN 132,159 1FTHX26G1RKB17781 4W,AO,8G N/A TRANS CASE INOP/MECH/BODY DEFECTS MAY EXIST U059 01 WINDSTAR VA WHI 101,912 2FMZA51461BB51438 FW,AO,6G MECH/BODY DEFECTS DO EXIST TRAN PAN LEAK/MECH/BODY DEFECTS MAY EXIST U060 95 F150 BLU 104,689 1FTEF15Y2SLB24359 2W,AO,6G U061 00 TAURUS WHI 85,748 1FAFP5324YG173660 FW,AO,6F MECH/BODY DEFECTS MAY EXIST WHI 79,911 2FTEF15N2SCA54796 2W,AO,8G MECH/BODY DEFECTS DO EXIST U062 95 F150 U063 98 WINDSTAR VA SIL 81,917 2FMZA5149WBE50753 FW,AO,6G MECH/BODY DEFECTS MAY EXIST MECH/BODY DEFECTS MAY EXIST/OIL LEAK/ENGNOISE BLU 80.009 1G1LD55M3SY234625 FW.AO.6G U064 95 CORSICA TRANS&ENG LEAK/MECH/BODY DEFECTS MAY EXIST U065 98 TAURUS BLU 81,230 1FAFP522XWG237800 FW.AO.6F HD66 98 CONTOUR RED 77.881 1FAFP65Z8WK315051 FW.AO.4N LC RAIL DMG/CNG/MECH/BODY DEFECTS MAY EXIST U067 98 CONTOUR BLU 105.505 1FAFP65Z0WK315044 FW.AO.4N CNG/COND UNKNOWN MECH/BODY DEFECTS MAY EXIST U068 94 C/K2500 BLU 63,526 1GCGC24KXRE288395 2W,AO,8G MECH/BODY DEFECTS MAY EXIST BLU 83,410 1FAFP53253G273243 FW.AO.6G LR RAIL DENT/MECH/BODY DEFECTS MAY EXIST U069 03 TAURUS WHI 51.649 1G1ND52F94M645441 FW.AT.4G MECH/BODY DEFECTS MAY EXIST U070 04 MALIBU U071 88 C/K3500 WHI 127,713 1GCGC34K3JE176029 2W,AT,8G SHIFT NOISE/F RAILDMG/MECH/BODYDEFECTSDOEXIST PASS AIRBAG GONE/MECH/BODY DEFECTS DO EXIST U072 03 F150 WHI 156,108 1FTRF17243NB76186 AO,6G,AC U073 87 CAPRICE WHI 179,137 1G1BL5165HA151317 2W,AO,8G RAIL/UNIBODY DMG/MECH/BODY DEFECTS MAY EXIST U074 03 TAURUS BLU 56,596 1FAFP53273G273244 FW,AO,6G TRUNK WATER LEAK, MECH/BODY DEFECTS MAY EXIST

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Car Num	Yr	Model	Col						Special Equipment
U075	98	CONTOUR	RED			XWK315049			CNG/MECH/BODY DEFECTS MAY EXIST
U076	01	RAM 2500	BRO	125,347	3B7KF237	31G183824	4W,6S,6D		MAJR ENG LEAK/MECH/BODY DEFECTS MAY EXIST
U077	97	AEROSTAR	WHI	94,048	1FTDA41X	0VZB08980	AW,AO,6G		MODERATE TRAN LEAK/MECH/BODY DEFECTS MAYEXIST
U078	97	AEROSTAR	WHI	39,197	1FTDA41X	8VZB08984	AW,AO,6G		TRAN/DIFF LEAK/MECH/BODY DEFECTS MAY EXIST
U079	01	CROWN VICTO	BLU	99,024	2FAFP73W	21X175809	2W,AO,8G		MECH/BODY DEFECTS MAY EXIST
U080	99	TAURUS	GRE	111,577	1FAFP522	7XG200947	FW,AO,6F		MECH/BODY DEFECTS MAY EXIST
U081	02	RAM 1500	WHI	109,405	1D7HU18Z	52J182801	4W,AO,8G		MECH/BODY DEFECTS MAY EXIST
U082	03	LIBERTY	WHI	43,875	1J4GL48K	83W647745	4W,AO,6G		MECH/BODY DEFECTS MAY EXIST
U083	02	EXPLORER	WHI	18,167	1FMZU62E	:12ZB93681	AO, 6G, AC	N/A	
U084	98	BLAZER	WHI	118,876	1GNDT13W	5WK177369	4W,AT,6G		TRANS LEAK/MECH/BODY DEFECTS MAY EXIST
U085	03	LIBERTY	WHI	58,472	1J4GL48K	73 W 643282	4W,AO,6G		MECH/BODY DEFECTS MAY EXIST
U086	02	TAURUS	BLU	23,922	1FAHP582	42G187244	FW,AO,6F		MECH/BODY DEFECTS MAY EXIST
U087	95	CORSICA	RED	182,789	1G1LD55M	XSY234637	FW,AO,6G		MAJR TRAN/ENG LEAK/MECH/BODY DEFECTS DO EXIST
U088	97	AEROSTAR	WHI	121,427	1FTDA41X	7VZB08992	AW,AO,6G		ENG LHT ON/MECH/BODY DEFECTS MAY EXIST
U089	97	AEROSTAR	WHI	119,109	1FTDA41X	3VZB08987	AW,AO,6G		REAR SEAL LEAK/MECH/BODY DEFECTS MAY EXIST
U090	03	TAURUS	BLU	74,740	1FAFP532	93G273245	FW,AO,6G		MECH/BODY DEFECTS MAY EXIST
U091	97	AEROSTAR	WHI	177,506	1FTDA41X	7VZB08989	AW,AO,6G		REAR SEAL LEAK/MECH/BODY DEFECTS MAY EXIST
U092	91	RAM 250	WHI	85,092	1B7K M 26Z	3MS299881	4W,AT,8G		REAR SEAL LEAK/MECH/BODY DEFECTS MAY EXIST
U093	97	AEROSTAR	WHI	27,456	1FTDA41X	4VZB08982	AW,AO,6G		REAR SEAL LEAK/MECH/BODY DEFECTS MAY EXIST
U094	99	F250	BLU	86,870	1FTPX28W	8XNB47601	4W,AO,8G		MECH/BODY DEFECTS MAY EXIST
U095	97	AEROSTAR	WHI	81,880	1FTDA41X	3VZB08990	AW,AO,6G		TRANS/ENG LEAKS/MECH/BODY DEFECTS MAY EXIST

46 Items listed.